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June 5, 2015

**VIA ELECTRONIC MAIL**

[captioningexemption@fcc.gov](mailto:captioningexemption@fcc.gov)

E. Elaine Gardner  
Attorney, Disability Rights Office  
Consumer and Governmental Affairs Bureau  
Federal Communications Commission

Re: CGB –CC-1338, CG Docket No. 06-181  
Reply to Consumer Groups' Consolidated Opposition to Petitions  
for Exemption from the Commission's Closed Captioning Rules

Dear Ms. Gardner:

We are in receipt of the Consolidated Opposition to Petitions for Exemption from the Commission's Closed Captioning Rules CGB Dkt. No. 06-181 (the "Consolidated Opposition") that Telecommunications for the Deaf and Hard of Hearing, Inc. (TDI), Deaf Seniors of America, (DSA), Association of Late Deafened Adults (ALDA), American Association of the Deaf-Blind (AADB), National Association of the Deaf (NAD), Cerebral Palsy and Deaf Organization (CPADO), and Deaf and Hard of Hearing Consumer Advocacy Network (DHHCAN) (collectively, "Consumer Groups") submitted to the Federal Communications Commission (the "FCC") on or about May 11, 2015. We submit this reply (the "Reply") in response to the Consolidated Opposition on behalf of Port of Faith Chapel Inc. d/b/a Horizon Church f/d/b/a International Christian Centre ("Port of Faith Chapel" or the "Church") and in further support of the petition that Port of Faith Chapel submitted on May 2, 2014 (as thereafter supplemented on September 10, 2014, the "Petition") pursuant to 49 C.F.R. § 79.1(f) requesting an "economically burdensome" exemption to the closed captioning requirements for its weekly television program "Hope and Healing with Jerry Barnard" (the "Program").

According to Consumer Groups, it would not be economically burdensome for Port of Faith Chapel to comply with the FCC's closed captioning rules because Port of Faith Chapel has the financial resources to afford captions. See Consolidated Opposition at p. 4. In support of this argument, Consumer Groups point to the \$22,686.16 in net revenues that Port

of Faith Chapel reported for 2012 and the \$20,110.90 in net revenues that Port of Faith Chapel reported for 2013. *See* Consolidated Opposition at p. 5. However, during 2012 and 2013, and thereafter, Port of Faith Chapel was subject to that certain Forbearance Agreement entered into as of December 28, 2010 (the "Original Forbearance Agreement") between Port of Faith Chapel and America's Christian Credit Union (as thereafter amended effective February 27, 2012, by the "First Amendment to Forbearance Agreement" and as thereafter amended effective December 10, 2013 by the "Second Amendment to Forbearance Agreement", the "Forbearance Agreement"). A copy of the Forbearance Agreement is enclosed. Port of Faith Chapel entered into the Forbearance Agreement after defaulting under a loan that America's Christian Credit Union made to Port of Faith Chapel (the "Loan"), which was secured by a mortgage on the real property that served as the location for the Church operations (the "Church Property") by failing to pay off the Loan in full on its December 10, 2010 maturity date. *See* Original Forbearance Agreement at § D.

In order to avoid losing the Church Property, it was necessary for Port of Faith Chapel to apply any net revenues toward its financial obligations under the Forbearance Agreement. During most of 2012 and 2013, Port of Faith Chapel was operating under the First Amendment to Forbearance Agreement, which required Port of Faith Chapel to make monthly payments of \$8,599.94 to America's Christian Credit Union as well as four "Quarterly Principal Curtailment Payments" of \$5,000.00 each for each of the years 2012 and 2013. *See* First Amendment to Forbearance Agreement at § 10. Moreover, the "Forbearance Period" under the First Amendment to Forbearance Agreement was also set to expire on December 10, 2013, at which time an estimated balloon payment of \$1,819,805.43 was to be due. *See* First Amendment to Forbearance Agreement at §§ 5, 10. These provisions of the First Amendment to Forbearance Agreement effectively required Port of Faith Chapel to apply all what the 2012 and 2013 Revised Profit and Loss Statements label as "net revenues" toward the Loan. Later, Port of Faith Chapel was able to obtain an extension of the "Forbearance Period" until December 10, 2015. *See* Second Amendment to Forbearance Agreement at § 5.

Unfortunately, Port of Faith Chapel was unable to meet its financial obligations under the Second Amendment to Forbearance Agreement. Consequently, Port of Faith Chapel had no choice but to convey the Church Property to America's Christian Credit Union by a deed in lieu of foreclosure, which was recorded on March 31, 2015 in Official Records Book 7099, Page 4608 of the Public Records of Volusia County, Florida (the "Warranty Deed"). Copies of the publicly recorded Warranty Deed and the preceding default correspondence are enclosed with this Reply. This development is consistent with the continued financial problems that the Church has faced, due to various factors including declining Church membership and the state of the local economy. As a result of the Church's strained finances, Port of Faith Chapel was forced to reduce all costs, including staff. Beginning in January 2012, Church pastor Jerry Barnard stopped receiving salary from the Church. As is clear from Port of Faith Chapel's most recent profit and loss statement for the period from January 1, 2015 through May 23, 2015 (the "2015 P&L Statement"), Port of Faith Chapel does not have sufficient resources to cover the cost of



closed captioning, even at the lowest estimated cost. A copy of the 2015 P&L Statement is enclosed herewith.

In order to remain as a programmer with The Church Channel, the Church has been airing re-runs of the Program for the past 15 months. Unless Port of Faith Chapel obtains an exemption from the FCC's closed captioning requirements, it will no longer be able to maintain the Program.

Thus, despite Consumer Groups' arguments to the contrary, Port of Faith Chapel does not have sufficient resources to pay for the cost of closed captioning and Port of Faith Chapel has indeed shown that the cost of complying with the FCC's closed captioning rules would be economically burdensome such that Port of Faith Chapel should be granted an exemption for the Program to the closed captioning requirements pursuant to 49 C.F.R. § 79.1(f).

To the extent you need any additional information to evaluate Port of Faith Chapel's Petition, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lane Elizabeth Begy Roesch". The signature is fluid and cursive, with the first name "Lane" being the most prominent.

Lane Elizabeth Begy Roesch

LEBR/lebr  
Enclosures  
cc: Gerald Barnard

**DECLARATION OF GERALD G. BARNARD IN SUPPORT  
OF PORT OF FAITH CHAPEL, INC.'S REPLY TO CONSUMER GROUPS'  
CONSOLIDATED OPPOSITION TO PETITIONS FOR EXEMPTION  
FROM THE COMMISSION'S CLOSED CAPTIONING RULES**

I, Gerald G. Barnard, hereby declare the following:

1. I am the President and Chairman of the Board of Directors of Port of Faith Chapel, Inc., and the President and Pastor of Horizon Church, the church operated by Port of Faith Chapel, Inc.
2. I have reviewed Port of Faith Chapel, Inc.'s Reply to Consumer Groups' Consolidated Opposition to Petitions for Exemption from the Commission's Closed Captioning Rules (the "Reply").
3. I hereby declare that the facts and representations contained in the Reply are true and correct to the best of my information, knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this


3<sup>rd</sup> day of June, 2015.

  
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Gerald G. Barnard

### CERTIFICATE OF SERVICE

I, Lane Roesch, do hereby certify that, on the 5th day of June 2015, pursuant to the Federal Communications Commission's Public Notice released April 15, 2015 relating to CG Docket No. 06-181, a copy of the foregoing document was served by first class U.S. mail, postage prepaid, and/or by email upon Consumer Groups at the address listed below.

Consumer Groups  
c/o Georgetown Law Institute for Public Representation  
600 New Jersey Avenue, NW, Suite 312  
Washington, DC 20001-2075  
[adm232@law.georgetown.edu](mailto:adm232@law.georgetown.edu)

  
Lane Roesch